

**2024 DUNKIN' SPIKED SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS OPEN ONLY TO PERSONS WHO ARE, AT THE TIME OF ENTRY, LEGAL RESIDENTS OF AL, CT, DC, DE, FL, GA, IL, IN, KY, LA, MA, MD, ME, MI, MN, NC, NH, NJ, NY, OH, PA, RI, SC, TN, TX, VA, VT, WI, & WV AND AT LEAST TWENTY-ONE (21) YEARS OF AGE OR OLDER. SWEEPSTAKES WILL BE GOVERNED BY UNITED STATES LAW. VOID WHERE PROHIBITED. NO CONSUMPTION OF ALCOHOL IS REQUIRED TO PARTICIPATE. MESSAGE AND DATA RATES MAY APPLY IF ENTERING VIA MOBILE DEVICE.**

**1. ELIGIBILITY:**

The "2024 Dunkin' Spiked Sweepstakes" ("Sweepstakes") is open to legal residents of Alabama, Connecticut, District of Columbia, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Massachusetts, Maryland, Maine, Michigan, Minnesota, North Carolina, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia, Vermont, Wisconsin, & West Virginia who are twenty-one (21) years of age or older at the time of entry. Employees, contractors, directors, officers, and agents of American Spiked Beverages, and its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, all other service or governmental agencies and their employees involved with the Sweepstakes, and members of their immediate families (spouse, parent, child, or sibling; whether biological, adopted, step, or in-law) or households (whether related or not) are not eligible to participate. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules ("Official Rules") and Sponsor's and Administrator's decisions which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein. Internet access or mobile data charges may accrue depending on device used to enter and according to the internet/mobile carrier's terms. Seek out a free public wi-fi hotspot to avoid any such charges.

**2. SWEEPSTAKES PERIOD:**

Sweepstakes begins at 12:00:00 a.m. Central Daylight Time on February 21, 2024, and ends at 11:59:59 p.m. Central Standard Time on May 31, 2024 ("Sweepstakes Period"). Administrator's computer is the official time keeping device for this Sweepstakes.

**3. HOW TO ENTER AND PLAY:**

During the Sweepstakes Period:

(a) Internet: Visit [www.windunkinspiked.com](http://www.windunkinspiked.com) (“Website”) and follow the online instructions to create an account (“Account”). After you have created an Account and entered the contest, this automatically enters you daily into the Sweepstakes for a chance to win an instant-win prize (“Instant-Win Prize”). See Rule No. 6 for prize details.

(b) QR Code: Use your smart phone or other web-enabled device with data plan to scan the quick response (“QR”) code featured on signs or promotional materials at participating stores with the QR read application already installed on your phone. You will be directed to a mobile Web page at [www.windunkinspiked.com](http://www.windunkinspiked.com) (“Website”). Follow the online instructions to create an account (“Account”). After you have created an Account and entered the contest, this automatically enters you daily into the Sweepstakes for a chance to win an instant-win prize (“Instant-Win Prize”). See Rule No. 6 for prize details.

Proof of scanning QR codes does not constitute proof of completion or submission of an Instant-Win Play. To scan a QR code, participants must have a smart phone or other web-enabled device with a camera feature and/or QR scanner application and may incur message or data charges from their wireless service provider for each message sent and received. If you do not have a QR reader already installed on your phone, type ‘QR reader’ in your mobile device’s application store search field to find available QR readers for your smart phone or other web-enabled device. You will receive a response which will contain a link to download a QR reader for your specific device. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

For All Instant-Win Plays:

All Instant-Win Plays must occur during the Sweepstakes Period. Only the methods of Instant-Win Play described herein are valid. No other forms of Instant-Win Play are valid. To be valid, each Instant-Win Play must comply with all instructions given to Participants by Sponsor and these Official Rules. Any reference herein to an “Instant-Win Play” refers to a valid Instant-Win Play by an eligible Participant made in accordance with all instructions given to Participants by Sponsor and these Official Rules.

If entering or playing with a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such wireless charges.

#### **4. INSTANT-WIN WINNER SELECTION:**

Administrator has randomly selected a date and time during the Sweepstakes Period for each Instant-Win Prize to be awarded herein (“Award Time”) and has randomly assigned an Instant-Win Prize to each Award Time. The first eligible Participant to complete an Instant-Win Play in accordance with the instructions given to Participants and these Official Rules on or after each Award Time will be selected as the potential

winner of the Instant-Win Prize randomly assigned to such Award Time. Sponsor's and Administrator's decisions are final in all matters relating to Award Times, Instant-Win Play, Instant-Win Prize selection, and the selection of winners. Odds of winning depend on the number of eligible Instant-Win Plays, when Instant-Win Play occurs, the Award Time assigned to each Instant-Win Prize, and the number of Instant-Win Prizes.

All Instant-Win Prizes will be awarded. In the event an Instant-Win Prize is not awarded due to lack of Instant-Win Play on or after an Award Time, disqualification of a Participant, the forfeiture of an Instant-Win Prize or failure of a potential winner to accept any Instant-Win Prize, or for any other reason provided in these Official Rules, then within ten (10) days after the end of the Sweepstakes Period, Administrator shall randomly select the winner of such Instant-Win Prize from amongst all eligible Participants playing the Instant-Win Game during the Sweepstakes Period that have not been disqualified.

## **5. INSTANT-WIN WINNER NOTIFICATION:**

After completing an Instant-Win Play during the Sweepstakes Period in accordance with the instructions given to you and these Official Rules, the Instant-Win Game will inform you onscreen whether you are a potential winner of an Instant-Win Prize.

ALL POTENTIAL WINNING INSTANT-WIN PLAYS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE INSTANT-WIN GAME. A PARTICIPANT IS NOT A WINNER OF ANY INSTANT-WIN PRIZE, EVEN IF THE INSTANT-WIN GAME DISPLAYS A WINNING MESSAGE, OR EVEN IF THE PARTICIPANT RECEIVES AN EMAIL MESSAGE OR OTHER COMMUNICATION STATING THAT THE PARTICIPANT HAS WON UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING INSTANT-WIN PLAY HAVE BEEN VERIFIED AND THE PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY INSTANT-WIN PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE INSTANT-WIN PLAY, IS VOID AND WILL NOT BE HONORED.

Potential winners may also be notified via email or phone call and may be required to respond to the notification indicating whether they will accept the prize within the time indicated by the Sponsor in the notification. Potential winners may be required to complete, sign, and return an affidavit of eligibility and liability and, unless prohibited by law, publicity release to Sponsor or Administrator within the time indicated by Sponsor in the notification to the potential winner that such document(s) is/are required. Subject to verification of eligibility and compliance with the terms of these Official Rules, including verification that the potential winner is twenty-one (21) years of age or older and not employees, contractors, directors, officers, and agents of American Spiked Beverages, and its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, governmental agencies and their employees involved with

the Sweepstakes, and members of their immediate families (spouse, parent, child, or sibling; whether biological, adopted, step, or in-law) or households (whether related or not) the potential winner will be declared an official winner of an Instant-Win Prize. If Sponsor cannot verify that the potential winner is meets eligibility requirements by the time specified by Sponsor, then the potential winner will be disqualified.

In the event of a potential winner's failure to respond to any notification from Sponsor within the time indicated by the Sponsor in a notification, or failure to comply with any of the time deadlines herein for the signature and/or return of any required document(s), or failure to accept a prize within the time indicated by the Sponsor in a notification, then the potential prize winner will be disqualified. Any prize notification or prize returned to Sponsor or its agencies as undeliverable will result in disqualification.

Released Parties (as defined below) are not responsible for suspended or discontinued Internet, wireless, or land-line phone service, or a change in a Participant's email address, phone number or mailing address which may result in a potential winner not receiving initial prize notification or prize information.

## **6. PRIZE DETAILS:**

### **(a) Instant Win Prize Details:**

Instant-Win Prize 1 (1 total): \$1,000 GRAND PRIZE TOWARD DUNKIN' SPIKED (in form of 10 Visa \$100 Gift Cards). Approximate Retail Value ("ARV") is \$1,000.00.

Instant-Win Prize 2 (1 total): \$1,000 GRAND PRIZE DUNKIN' GIFT CARD (in form of 10 Dunkin' \$100 Gift Cards). ARV is \$1,000.00.

Instant-Win Prize 3 (8 total): "DUNKIN' SPIKED FOR A YEAR" (\$600 value in form of 6 \$100 Visa Gift Cards). ARV is \$600.00.

Instant-Win Prize 4 (8 total): "DUNKIN' FOR A YEAR" (\$600 value in form of 6 \$100 Dunkin' Gift Cards). ARV is \$600.00.

Instant-Win Prize 5 (70 total): "THE DUNKIN' SPIKED COLLECTION" SWAG PACKS. ARV is \$90.00.

Instant-Win Prize 6 (9,000 total): \$7 REBATE ON PURCHASE OF DUNKIN' SPIKED 12 PACKS. ARV is \$7.00. (Substitute prize of equal or greater value to be provided where required by law: AL, IN, KY, LA, ME, NC, NJ, TX, VA, VT, WV.)

Instant-Win Prize 7 (4,000 total): \$7 OFF DUNKIN' GIFT CARDS. ARV is \$7.00.

For all Instant-Win Prizes: If winner cannot accept the prize as specified, prize will be forfeited and will be awarded to an alternate winner. Winner is solely responsible for

all federal, state and local taxes, as well as any expenses, and any other costs or expenses incurred in claiming or using the prize, and not expressly included in the prize description in these Official Rules. Total ARV of all prizes is \$108,900.00. Any difference between stated value and actual value will not be awarded.

Limit one (1) Instant-Win Prize per person. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive regardless of whether it, in whole or in part, is used.

If Sponsor so elects, potential winner may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal, sexual offenses, or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that potential winner will not bring the Sponsor into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Sponsor. If requested, potential winner agrees to sign waiver forms authorizing the release of personal and background information. In the event of noncompliance, to be determined at the sole discretion of Sponsor, prize will be forfeited and will be awarded to an alternate winner.

## **7. PUBLICITY:**

Acceptance of prize offered constitutes permission for Sponsor, DD IP Holder LLC, and their affiliates and subsidiaries to use winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval as permitted by law.

## **8. RELEASE:**

1. By participating in this Sweepstakes, participants agree to release and hold harmless Sponsor, Administrator, DD IP Holder LLC, and each of their respective subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, and others associated with the implementation and/or operation of this Sweepstakes (the "Sweepstakes Entities"), from and against any and all injury, loss, damages, rights, claims, and actions of any kind resulting from acceptance, possession or use of any prize, including without limitation, personal injuries, death, and property damage, including damage caused or claimed to be caused by your participation in such Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of any prize and any merchandise delivery or privacy or publicity claims. By participating in this Sweepstakes, entrant acknowledges and agrees that the Sweepstakes Entities are not responsible, and shall have no liability, for: (a) misdirected or incomplete entries, or entries that do not otherwise comply with or violate these Official Rules; (b)

entries, prize claims or notifications that are late, incomplete, illegible, unintelligible, garbled, misdirected, or otherwise not received by Sponsor or its agents for any reason; (c) any typographical or other error in the advertising of this Sweepstakes, or in the announcement of prize winner; (d) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; or (e) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes.

## **9. GENERAL CONDITIONS:**

American Spiked Beverages, Administrator and each of their respective affiliates, subsidiaries, and agencies (collectively the "Released Parties") are not responsible for lost, late, misdirected, unintelligible, returned or undelivered Entries, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes or Website, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Website's terms of service, as solely determined by the Sponsor or Administrator, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such Entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to participant's or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid Entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. In the event of a dispute regarding the identity of an online entrant, the authorized subscriber of the email account used to enter will be deemed to be the entrant and must comply with

these rules. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. All materials submitted become the property of American Spiked Beverages and will not be returned.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

**WARNING.** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH, VANDALIZE A WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES OR OTHERWISE INTERFERE WITH THE OPERATION OF THIS SWEEPSTAKES, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **10. DISPUTE RESOLUTION:**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant, Administrator and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Boston, Massachusetts. American Spiked Beverages will indemnify Dunkin' Brands, Inc. for any claims resulting from the sweepstakes as well as any associated product, packaging and promotional materials to the extent specified in any underlying agreements entered into between American Spiked Beverages and Dunkin' Brands, Inc. prior to the close of the Sweepstakes Period.

Except where prohibited, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a federal or state court located in Suffolk County, Massachusetts, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (2) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

#### **11. PRIVACY POLICY:**

The information you submit in connection with this Sweepstakes may be used by Sponsor for purposes of administration and fulfillment of the Sweepstakes, and in

accordance with Sponsor's privacy policy located at <https://dunkinspiked.com/privacy-policy/> (also a "Website"). If you are verified as a prize winner, your first name, last initial, city and state will be included in a publicly available winner's list.

**12. OFFICIAL RULES:**

The Official Rules of the Sweepstakes are available for viewing at [www.windunkinspiked.com](http://www.windunkinspiked.com) (also a "Website") during the Sweepstakes Period.

**13. SPONSOR:**

American Spiked Beverages, 306 Northern Avenue, Boston, MA 02210

**14. ADMINISTRATOR:**

Alpha6 Innovations, P.O. Box 986, 425 Fayette Street, Conshohocken, Pennsylvania 19428. Email [prize@alpha6.com](mailto:prize@alpha6.com) with any questions

**15. WINNER'S LIST:**

For the names of the winners, hand-print your name and complete address on a 3" x 5" card and mail to: "2024 Dunkin' Spiked Sweepstakes Winners List Request," Alpha6 Innovations, P.O. Box 986, 425 Fayette Street, Conshohocken, Pennsylvania 19428 for receipt by May 31, 2024.

2024 – Brewed and packaged by American Spiked Beverages – Boston, MA. The Dunkin' trademark, logos and trade dress are the property of Dunkin' Brands, Inc., used under license. © 2024 American Spiked Beverages Please Drink Responsibly.